

\$32.00

SEYFARTH, SHAW, FAIRWEATHER & GERALDSON
ATTORNEYS AT LAW

815 CONNECTICUT AVENUE, N.W.
WASHINGTON, D.C. 20006-4004
(202) 463-2400
FAX (202) 828-5393

ONE CENTURY PLAZA - SUITE 3300
2029 CENTURY PARK EAST
LOS ANGELES, CA 90067-3063
(310) 277-7200
FAX (310) 201-5219

767 THIRD AVENUE
NEW YORK, NY 10017-2013
(212) 715-9000
FAX (212) 752-3116

101 CALIFORNIA STREET - SUITE 2900
SAN FRANCISCO, CA 94111-5858
(415) 397-2823
FAX (415) 397-8549

770 L STREET - SUITE 1150
SACRAMENTO, CA 95814-3325
(916) 446-3970
FAX (916) 446-4214

55 EAST MONROE STREET - SUITE 4200
CHICAGO, ILLINOIS 60603-5803
(312) 346-8000
FAX (312) 269-8869

INTERNATIONAL
AVENUE LOUISE 500, BOITE 8
1050 BRUSSELS, BELGIUM
TELEPHONE (32) (2) 647.60.25
FAX (32) (2) 640.70.71

AFFILIATE FIRMS
MATHEWS, DINSDALE & CLARK
TORONTO, CANADA
MATRAY, MATRAY & HALLET
BRUSSELS AND LIEGE, BELGIUM
COLOGNE, GERMANY

WRITER'S DIRECT DIAL

(312)

INTERSTATE COMMERCE COMMISSION

June 29, 1993

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Room 2303
12th. & Constitution
Washington, D.C. 20423

Attn: Mildred R. Lee/
DOCUMENTS FOR RECORDATION

Re: Primary Document

Dear Mr. Strickland:

I am an attorney representing a party to the enclosed documents. I have enclosed originals and certified copies of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code and the regulations adopted thereto.

1. The first document is a Master Railcar Lease Agreement, a primary document, dated May 28, 1993.

The names and interests of the parties to the document are as follows:

Lessor: The CIT Group/Equipment Financing Inc.
1211 Avenue of the Americas
New York, NY 10036

Lessee: Burlington Northern Railroad Company
3200 Continental Plaza
777 Main Street
Fort Worth, TX 76102.

INTERSTATE COMMERCE COMMISSION

JUL 7 12 10 PM '93
MOTOR OPERATING UNIT

JUL 7 1993 12 10 PM

3-188A062
18303-A

18303

Sidney L. Strickland, Jr.

June 29, 1993

2. Also enclosed is a second document, to be filed as a secondary document. The primary document to which it relates is filed herewith. The document is:

Supplement and Acceptance Certificate No. 1, dated
May 28, 1993.

The names and addresses of the parties to this document are as follows:

Lessor: The CIT Group/Equipment Financing Inc.
1211 Avenue of the Americas
New York, NY 10036

Lessee: Burlington Northern Railroad Company
3200 Continental Plaza
777 Main Street
Fort Worth, TX 76102.

The equipment covered by these documents is comprised of 115, 100 ton aluminum quick dump coal hopper cars with rotary cupler and 3,870 cubic foot capacity, bearing running marks and numbers in series MCHX 30815-31044 as more specifically provided in the document.

A fee of \$32.00 (\$16.00 for each document to be filed) is enclosed. Please return the original document and any extra copies not required by the Commission for Recordation plus the enclosed copy of this letter, each bearing your file-stamp, to:

Richard Demarest Yant
Seyfarth, Shaw, Fairweather &
Geraldson
55 East Monroe Street
Suite 4200
Chicago, IL 60603.

A short summary of the documents to appear in the index follows:

1. Master Railcar Lease Agreement between The CIT Group/Equipment Financing Inc., New York, NY ("Lessor") and Burlington Northern Railroad Company, Fort Worth, TX ("Lessee"), covering 115 aluminum open top, quick dump, coal hopper cars.

Sidney L. Strickland, Jr.

June 29, 1993

2. Supplement and Acceptance Certificate No. 1 between The CIT Group/Equipment Financing Inc., New York, NY ("Lessor") and Burlington Northern Railroad Company, Fort Worth, TX ("Lessee"), covering 115 aluminum open top, quick dump, coal hopper cars.

Very truly yours,

SEYFARTH, SHAW, FAIRWEATHER & GERALDSON

By


Richard Demarest Yant

RDY/lb

Encs.

cc: Paul A. Lechner
Timothy White
Francis T. Kelly
Stacy Powell-Bennett

18303 -A

JUL 7 1993 12:55 PM
INTERSTATE COMMERCE COMMISSION

SUPPLEMENT AND ACCEPTANCE CERTIFICATE NO. 1

Interim Term Commencement Date: May 28, 1993
Basic Term Commencement Date: June 1, 1993

THIS SUPPLEMENT AND ACCEPTANCE CERTIFICATE is executed and delivered by THE CIT GROUP/EQUIPMENT FINANCING, INC. ("Lessor") and BURLINGTON NORTHERN RAILROAD COMPANY ("Lessee") pursuant to and in accordance with the Railcar Lease Agreement dated as of May 28, 1993 between Lessor and Lessee (the "Lease", the defined terms therein being used herein with their defined meanings).

1. The Units covered by this Certificate are described in Schedule 1, Part A attached hereto, and Schedule 1, Part A provides for the Lease Term and Commodity for such Units.

2. The Rent for the Units is set forth on Schedule 1, Part B.

3. The Stipulated Loss Values for the Units are as set forth on Schedule 2.

4. Lessee confirms that

(a) the Units covered hereby have been delivered to it;

(b) the Units covered hereby have been inspected by Lessee, have been delivered in good working order and condition, and are of the size, design, capacity and manufacture selected by Lessee;

(c) Lessee irrevocably accepts said Units "AS-IS, WHERE-IS" for all purposes of the Lease as of the Interim Term Commencement Date set forth above;

(d) no Default or Event of Default is in existence as of the Interim Term Commencement Date set forth above, nor shall any Default or Event of Default occur as a result of the lease by Lessee of the Units specified herein; and

(e) that the following representations and warranties of Lessee are true and correct as of the Interim Term Commencement Date set forth above with the same force and effect as if made on such date:

(i) Organization. Lessee is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(ii) Power and Authority. Lessee has full power, authority and legal right to execute, deliver and perform this Lease, and the execution, delivery and performance hereof has been duly authorized by all necessary corporate action of Lessee.

(iii) Enforceability. The Lease and this Supplement and Acceptance Certificate have been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with their terms.

(iv) Consents and Permits. The execution, delivery and performance of the Lease and this Supplement and Acceptance Certificate have do not require any stockholder approval or approval or consent of any trustee or holders of any indebtedness or obligations of Lessee, and will not contravene any law, regulation, judgment or decree applicable to Lessee, or the certificate of incorporation or bylaws of Lessee, or contravene the provisions of, or constitute a default under, or result in the creation of any Lien upon any property of Lessee under any mortgage, instrument or other agreement to which Lessee is a party or by which Lessee or its assets may be bound or affected; and no authorization, approval, license, filing or registration with any court or governmental agency or instrumentality is necessary in connection with the execution, delivery, performance, validity and enforceability of this Lease.

(v) No Defaults. Lessee is not in default, and no event or condition exists which after the giving of notice or lapse of time or both would constitute an event of default, under any mortgage, indenture, contract, agreement, judgment or other undertaking to which Lessee is a party or which purports to be binding upon Lessee or upon any of the assets of Lessee, except for any such default, event or condition which, individually or in the aggregate, would not affect Lessee's ability to perform its obligations under this Lease or any such mortgage, indenture, contract, agreement, judgment or other undertaking.

(vi) No Litigation. There is no action, suit, investigation or proceeding by or before any court, arbitrator, administrative agency or other governmental authority pending or, to the knowledge of Lessee, threatened against Lessee (A) which involves the Equipment or the transactions contemplated by the Lease; or (B) which, if adversely determined, could have a material adverse effect on the financial condition, business or operations of Lessee.

(vii) Financial Condition. The financial statements of Lessee heretofore furnished to Lessor are

complete and correct and fairly present the financial condition of Lessee and the results of its operations for the respective periods covered thereby; and since the date thereof, there has been no material adverse change in such financial condition or operations.

(viii) Chief Executive Office; Name Change; Trade Styles. Lessee's chief executive office is located at 777 Main Street, Fort Worth, Texas. Lessee has not changed its name in the last five (5) years.

(ix) Non-Permitted Use. Throughout the Lease Term, the use of the Units by Lessee will not cause, and the use by third parties will not cause, any Unit either to constitute "tax-exempt use property" within the meaning of § 168(h) of the Code or any successor provision or to be deemed to be used "predominantly outside the United States" within the meaning of § 168(g)(4) of the Code or any successor provision.

5. Additional Terms.

Rent will continue on all Units subject to this Supplement and Acceptance Certificate No. 1 until all Units are returned as required in Section 6 of the Lease, and the free storage period described in Section 6 of the Lease shall not commence until all Units are so returned.

6. All of the terms, provisions and conditions of the Lease are hereby incorporated herein and made a part hereof as if such terms, provisions and conditions were set forth in full in this Certificate. By its execution and delivery of this Certificate, the Lessee reaffirms all of the terms, provisions and conditions of the Lease.

IN WITNESS WHEREOF, Lessee has caused this Acceptance Certificate to be duly executed by its duly authorized officer as of the Interim Term Commencement Date set forth above.

LESSEE:

BURLINGTON NORTHERN RAILROAD COMPANY

By: 

Title: Senior Vice President and Treasurer

ACCEPTED AND AGREED TO AS OF THE COMMENCEMENT
DATE SET FORTH ABOVE

THE CIT GROUP/EQUIPMENT FINANCING, INC.

By: _____

Title: _____

complete and correct and fairly present the financial condition of Lessee and the results of its operations for the respective periods covered thereby; and since the date thereof, there has been no material adverse change in such financial condition or operations.

(viii) Chief Executive Office; Name Change; Trade Styles. Lessee's chief executive office is located at 777 Main Street, Fort Worth, Texas. Lessee has not changed its name in the last five (5) years.

(ix) Non-Permitted Use. Throughout the Lease Term, the use of the Units by Lessee will not cause, and the use by third parties will not cause, any Unit either to constitute "tax-exempt use property" within the meaning of § 168(h) of the Code or any successor provision or to be deemed to be used "predominantly outside the United States" within the meaning of § 168(g)(4) of the Code or any successor provision.

5. Additional Terms.

Rent will continue on all Units subject to this Supplement and Acceptance Certificate No. 1 until all Units are returned as required in Section 6 of the Lease, and the free storage period described in Section 6 of the Lease shall not commence until all Units are so returned.

6. All of the terms, provisions and conditions of the Lease are hereby incorporated herein and made a part hereof as if such terms, provisions and conditions were set forth in full in this Certificate. By its execution and delivery of this Certificate, the Lessee reaffirms all of the terms, provisions and conditions of the Lease.

IN WITNESS WHEREOF, Lessee has caused this Acceptance Certificate to be duly executed by its duly authorized officer as of the Interim Term Commencement Date set forth above.

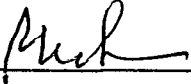
LESSEE:

BURLINGTON NORTHERN RAILROAD COMPANY

By: _____
Title: _____

ACCEPTED AND AGREED TO AS OF THE COMMENCEMENT
DATE SET FORTH ABOVE

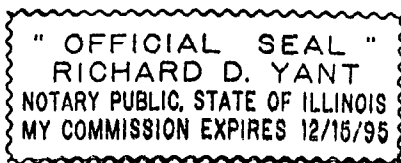
THE CIT GROUP/EQUIPMENT FINANCING, INC.

By: 
Title: VICE PRESIDENT

ACKNOWLEDGMENTS

State of Illinois)
County of Cook) ss.

On this 23rd day of June, 1993, before me personally appeared Paul Arledge, to me personally known, who, being by me duly sworn, did say that he is a Vice President of THE CIT GROUP/EQUIPMENT FINANCING, INC., that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.



[Signature]
Notary Public

My commission expires:

State of Texas)
County of Tarrant) ss.

On this 23rd day of June, 1993, before me personally appeared Robert F. McKenney, to me personally known, who, being by me duly sworn, did say that he is a Senior Vice President and Treasurer of BURLINGTON NORTHERN RAILROAD COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.

[Signature]
Notary Public

My commission expires:



SCHEDULE 1

Part A:

Units:

One Hundred Fifteen (115) 3870 cubic foot 100 ton aluminum rapid discharge hopper cars, 1991 Bethlehem Steel built, bearing marks MCHX and the following running numbers in series 30815-31044 (inclusive):

[SEE ATTACHED]

AAR Mechanical Design: HTS

AAR Car Type Code: K341

Term: 36 calendar months from the Basic Term Commencement
Date

Commodity: Coal

SCHEDULE 1 (Page 1 of 3)

Attachment to Part A

COUNTING NUMBER	CAR INITIAL	CAR NUMBER
1	MCHX	30817
2	MCHX	30819
3	MCHX	30823
4	MCHX	30828
5	MCHX	30829
6	MCHX	30830
7	MCHX	30834
8	MCHX	30836
9	MCHX	30842
10	MCHX	30843
11	MCHX	30844
12	MCHX	30851
13	MCHX	30855
14	MCHX	30858
15	MCHX	30859
16	MCHX	30863
17	MCHX	30865
18	MCHX	30871
19	MCHX	30872
20	MCHX	30874
21	MCHX	30875
22	MCHX	30877
23	MCHX	30878
24	MCHX	30879
25	MCHX	30884
26	MCHX	30885
27	MCHX	30890
28	MCHX	30891
29	MCHX	30892
30	MCHX	30893
31	MCHX	30894
32	MCHX	30896
33	MCHX	30897
34	MCHX	30899
35	MCHX	30902
36	MCHX	30903
37	MCHX	30904
38	MCHX	30906
39	MCHX	30908
40	MCHX	30909
41	MCHX	30910
42	MCHX	30911
43	MCHX	30912
44	MCHX	30913
45	MCHX	30917
46	MCHX	30920
47	MCHX	30921

COUNTING NUMBER	CAR INITIAL	CAR NUMBER
48	MCHX	30924
49	MCHX	30925
50	MCHX	30927
51	MCHX	30928
52	MCHX	30930
53	MCHX	30932
54	MCHX	30942
55	MCHX	30945
56	MCHX	30946
57	MCHX	30949
58	MCHX	30950
59	MCHX	30953
60	MCHX	30955
61	MCHX	30958
62	MCHX	30959
63	MCHX	30961
64	MCHX	30963
65	MCHX	30967
66	MCHX	30968
67	MCHX	30969
68	MCHX	30970
69	MCHX	30971
70	MCHX	30972
71	MCHX	30973
72	MCHX	30974
73	MCHX	30975
74	MCHX	30977
75	MCHX	30978
76	MCHX	30979
77	MCHX	30980
78	MCHX	30981
79	MCHX	30993
80	MCHX	30996
81	MCHX	30997
82	MCHX	30998
83	MCHX	31000
84	MCHX	31001
85	MCHX	31002
86	MCHX	31003
87	MCHX	31005
88	MCHX	31006
89	MCHX	31007
90	MCHX	31008
91	MCHX	31011
92	MCHX	31013
93	MCHX	31017
94	MCHX	31019

COUNTING NUMBER	CAR INITIAL	CAR NUMBER
95	MCHX	31020
96	MCHX	31021
97	MCHX	31024
98	MCHX	31025
99	MCHX	31026
100	MCHX	31028
101	MCHX	31029
102	MCHX	31033
103	MCHX	31034
104	MCHX	31035
105	MCHX	31036
106	MCHX	31037
107	MCHX	31038
108	MCHX	31039
109	MCHX	31040
110	MCHX	31042
111	MCHX	31044
112	MCHX	30846
113	MCHX	30847
114	MCHX	30848
115	MCHX	30849

Part B:

Rent: DELETED FROM CONTERPARTS FILED AT ICC

SCHEDULE 2

Stipulated Loss Values

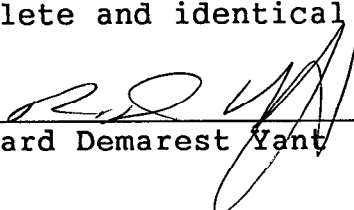
Rent Payment Date

Stipulated Loss Value

DELETED FROM COUNTERPARTS FILED AT ICC

CERTIFIED COPY


I, Richard Demarest Yant, the undersigned affiant, certify and affirm that I have compared the attached copy of the Supplement and Acceptance Certificate No. 1 dated May 28, 1993, between The CIT Group/Equipment Financing, Inc. and Burlington Northern Railroad Company with the original and have found the copy to be complete and identical in all respects to the original document.



Richard Demarest Yant

STATE OF ILLINOIS)
)
COUNTY OF C O O K) SS.

The foregoing instrument was acknowledged before me this 29th day of June, 1993, by Richard Demarest Yant.



NOTARY PUBLIC

" OFFICIAL SEAL "
GARY A. MAGUIRE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/23/93

Part B:

Rent: DELETED FROM CONTERPARTS FILED AT ICC

SCHEDULE 2

Stipulated Loss Values

Rent Payment Date

Stipulated Loss Value

DELETED FROM COUNTERPARTS FILED AT ICC